



Central America Discussion Agreement  
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practices, detention, demurrage, container freight stations, port and inland container yards and container depots, terminals and other points of cargo receipt, vanning, devanning, furnishing equipment to or leasing equipment from shippers/consignees/inland carriers/others, collection agents at destination, maintaining and distributing information and data and statistics and all other practices, rules, regulations, and matters ancillary to transportation of cargo moving within the scope of this Agreement, rules regarding the time and currency in handling of delinquent accounts and interest thereon. The parties will, to the extent required by law or as determined by them, publish and file their own separate tariff or tariffs.

5.03. This Agreement does not authorize any common tariffs. All parties collectively, or any two or more parties separately, may jointly enter into service contracts for cargo moving in the Trade and the Agreement may adopt voluntary, non-binding guidelines relating to the terms and procedures of a party's or parties' service contracts which shall be submitted to the Federal Maritime Commission confidentially. The parties are not required hereunder to agree upon, or if they do agree, to adhere to any uniform rates, charges, practices, conditions of service, or other decisions. Each party shall designate a point or points of entry for receipt of all inter-party communications in connection with the operation of this Agreement.

5.04. The parties to each Section may meet in person, by telephone or conduct business by written, telex or telefax exchanges. At any meeting and in order to foster a consensus, all carriers may communicate directly with one another and express their views with respect to any matter authorized by Article 5 hereof.

5.05. To further assist in reaching a consensus, all carriers of a Section may communicate directly with some or all of the other carrier parties of that Section and exchange information with them, with respect to any matter authorized by Article 5 herein, prior to meetings of the Agreement.

5.06. Any two or more parties may agree among themselves upon the terms and conditions pursuant to which any of them may charter space on the vessel(s) of another party on an ad hoc, emergency or interim (i.e., not to exceed 90 days) basis, for the transportation of cargo in the Trade. Any on-going space charter arrangement involving two or more of the parties shall be authorized by a separate agreement filed with the FMC. The Agreement shall submit reports to the FMC on a quarterly calendar year basis reflecting all chartering arrangements effected between or among the parties pursuant hereto and specifying, for

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each such arrangement, (i) the names of the chartering and underlying carrier parties, (ii) the amount of space chartered expressed in twenty-foot equivalent units (TEUs); (iii) the commencement and termination dates; and (iv) ports of loading and discharge.

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ARTICLE 6: OFFICIALS OF THE AGREEMENT AND DELEGATION OF  
AUTHORITY

(a) The Chairman of the Agreement shall serve as the Secretary of each Section and shall be responsible for taking minutes of meetings and filing any reports with the Federal Maritime Commission as may be required. The parties may appoint a Secretariat to provide administrative and housekeeping functions in connection with the operation of this Agreement, delegate such authority to persons performing those services as may be necessary for that purpose and apportion any expenses in connection with administration of the Agreement between or among them.

(b) The persons authorized to file the Agreement or any subsequent modifications thereto with and submit associated supporting materials to the Federal Maritime Commission are Sher & Blackwell, Attorneys-At-Law, or such other persons as the parties may hereafter designate in writing.

ARTICLE 7: MEMBERSHIP

(a) Any ocean common carrier or conference of such carriers (as defined in the Shipping Act of 1984) which is regularly engaged as an ocean common carrier in the Trade, directly or by transshipment, or which furnishes evidence of ability and an intention in good faith to institute and maintain a regular service in the Trade, may hereafter become a party to any or all Sections of this Agreement in which it operates or intends to operate by signing the Agreement or a counterpart copy thereof and furnishing the same to the Executive Director and paying an admission fee of \$2,000.00 (U.S.). Prompt notice of admission to membership shall be furnished to the Federal Maritime Commission and no admission shall be effective prior to the date a party's admission is effective in accordance with the regulations of the Federal Maritime Commission.

(b) No ocean common carrier which has complied with the conditions set forth in this Article shall be denied admission or readmission to membership. Prompt notice of

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Members of the Central America Section

KING OCEAN CENTRAL AMERICA, S.A.  
7570 N.W. 14th Street  
Miami, FL 33126

CROWLEY LINER SERVICES, INC.  
P.O. Box 2110  
Jacksonville, FL 32203-2110

SEABOARD MARINE, LTD.  
3401-A N.W. 72nd Ave.  
Miami, FL 33122

A.P. MOLLER-MAERSK SEALAND  
Esplanaden 50  
DK-1098 Copenhagen  
Denmark

APL CO. PTE. LTD.  
1111 Broadway, 6th Floor  
Oakland, California 94607

Caribbean American Lines, S.A.  
7570 N.W. 14<sup>th</sup> Street  
Miami, FL 33126

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties to Agreement No. 203-011075 hereby agree this 27<sup>th</sup> day of August, 2001 to amend the Agreement as per the attached pages and to file same with the U.S. Federal Maritime Commission.

MEMBERS OF THE CENTRAL AMERICA SECTION

KING OCEAN CENTRAL AMERICA, S.A.      SEABOARD MARINE, LTD.

By: Wayne R. Rohde  
Name: Wayne R. Rohde  
Title: Attorney-in-Fact

By: Wayne R. Rohde  
Name: Wayne R. Rohde  
Title: Attorney-in-Fact

CROWLEY LINER SERVICES, INC.

APL CO. PTE. LTD.

By: Wayne R. Rohde  
Name: Wayne R. Rohde  
Title: Attorney-in-Fact

By: Wayne R. Rohde  
Name: Wayne R. Rohde  
Title: Attorney-in-Fact

A.P. MOLLER-MAERSK SEALAND

CARIBBEAN AMERICAN LINES, S.A.

By: Wayne R. Rohde  
Name: Wayne R. Rohde  
Title: Attorney-in-Fact

By: (see attached page)

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MEMBERS OF THE PANAMA SECTION

CROWLEY LINER SERVICES, INC.

By: Wayne R. Rohde  
Name: Wayne R. Rohde  
Title: Attorney-in-Fact

A.P. MOLLER MAERSK SEALAND

By: Wayne R. Rohde  
Name: Wayne R. Rohde  
Title: Attorney-in-Fact

SEABOARD MARINE, LTD.

By: Wayne R. Rohde  
Name: Wayne R. Rohde  
Title: Attorney-in-Fact

NORDANA LINE

By: Wayne R. Rohde  
Name: Wayne R. Rohde  
Title: Attorney-in-Fact

APL CO. PTE. LTD.

By: Wayne R. Rohde  
Name: Wayne R. Rohde  
Title: Attorney-in-Fact